

漁農自然護理署

九龍長沙灣道 303 號
長沙灣政府合署七字樓



AGRICULTURE, FISHERIES AND
CONSERVATION DEPARTMENT

Cheung Sha Wan Government Offices
303 Cheung Sha Wan Road, 7th Floor
Kowloon, Hong Kong

本署檔號 OUR REF. : () in 003-005-005-001-010

來函檔號 YOUR REF. :

電話 TEL NO. : (852) 2445 1266

圖文傳真 Faxline No. : (852) 3152 2668

20 July 2026

To: All Tenderers

Dear Sir/Madam,

Tender Reference: AFCD/WP/01/26
Tender for the Grant of a Permit for Operating
a Café and Catering Outlets
in the Hong Kong Wetland Park
Tender Closing Date 28 July 2026
Addendum No. 1

Further to our Invitation to Tender dated 6 July 2026, we would like to inform you that the following amendments have been made to the Tender Documents:

Sheet No.	Amendments are typed in Bold and Italic, or with strikethrough
90	Clause 45(d) of Conditions of Contract (d) Notwithstanding anything herein to the contrary, the Government may at any time and from time to time during the Term, at its discretion and without cause, terminate the Contract by giving the Permit Holder three month's written notice of such termination. Notwithstanding any provision to the contrary, the Contract may be terminated at any time by either party giving to the other not less than three (3) calendar months' notice in writing to that effect to expire at any time.

The above addendum and the enclosure shall form part of the Tender Documents. Apart from the above, all other terms and conditions of this Invitation to Tender shall remain unchanged. Please replace the relevant page by the revised one as attached.

Interested parties are reminded to deposit their Tenders before **12:00 noon (Hong Kong time) on 28 July 2026 ('Tender Closing Date')**. A late Tender or a Tender not submitted in accordance with the manner stipulated in the Tender Documents **will not be considered**.

覆函請寄交「漁農自然護理署署長」

Please address all replies to Director of Agriculture, Fisheries and Conservation

If you have already submitted your Tenders and wish to make changes to them, you should do so by submitting a revised Tender in accordance with the manner stipulated in the Tender Documents.

Thank you for your attention

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Ngai Lung' or similar, written in a cursive style.

(Dr. CHAU Ngai Lung)
for Director of Agriculture, Fisheries and Conservation

Encl. (3 pages)

services in connection with the Business from soliciting or accepting any form of advantages in discharging its duties under the Contract. The Permit Holder shall ensure that any person employed by it to provide such services is well aware of the prohibited acts explicitly stated in Clause 44(c) above and of the staff code of conduct. The code of conduct should form part of the employment contract to ensure acknowledgement and compliance by the employees.

45. Termination

(a) In the event that:

- (i) any Business are rejected pursuant to the Contract;
- (ii) the Permit Holder is in breach of any provision of the Contract which in the opinion of the Government is not capable of remedy;
- (iii) the Permit Holder commits a breach of any provision of the Contract which is capable of remedy and fails to remedy the same within fourteen (14) days from the date of service of notice by the Government (or such longer period as specified in the notice) requiring such remedy;
- (iv) the Permit Holder assigns or transfers or purports to assign or transfer all or any part of the Contract or all or any of its rights or obligations thereunder without the prior written consent of the Government; or
- (v) any event or circumstance occurs which enables the Government to terminate the Contract under any one of the following provisions of the Conditions of Contract:
 - 1. Clause 44 (Probity);
 - 2. Clause 46 (Force Majeure)
 - 3. Clause 62 (Admission of Personnel to Government Premises);
 - 4. Clause 63 (Site Visit); or
 - 5. Clause 36 of the Terms of Tender (Anti-collusion),

the Government may by seven (7) days' written notice to the Permit Holder terminate the Contract immediately.

(b) The Government may immediately terminate the Contract upon the occurrence of any of the following events:

- (i) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Permit Holder's creditors;
- (ii) if the Permit Holder is an incorporated body, a shareholders' or

members' resolution has been passed that it be wound up or dissolved (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation the terms of which have been approved by the Government in advance);

- (iii) a petition is presented for the winding up or dissolution or bankruptcy of the Permit Holder, which is not dismissed within fourteen (14) days after the petition is presented;
- (iv) the Permit Holder is or becomes insolvent, or any order is made for the Permit Holder's bankruptcy or winding up or dissolution;
- (v) an administrator, administrative receiver; receiver or similar officer is appointed over the whole or any part of the Permit Holder's business or assets;
- (vi) the Permit Holder suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (vii) the Permit Holder has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
- (viii) the continued engagement of the Permit Holder or the continued performance of the Contract is contrary to the interest of national security;
- (ix) the Permit Holder, any officer (including director), employee, agent or sub-contractor of the Permit Holder commits an offence under the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong) or any law of a similar nature in relation to the Contract or any other contract made by the Permit Holder with the Government;
- (x) the Permit Holder abandons the Contract in whole or in part;
- (xi) the Government reasonably believes that any of the events mentioned in Sub-clauses (i) to (x) above is about to occur;
- (xii) the Government reasonably believes that any warranty is incorrect, inaccurate, incomplete or misleading;
- (xiii) the Government reasonably believes that the Permit Holder has made a material misrepresentation (including submission of false statement or inaccurate information) during the tendering process of the Contract and/or during the Term; or
- (xiv) the Government considers that it is in the public interest to terminate the Contract.

- (c) Separate from the event mentioned in Clause 45(a)(v)(2) above and Clause 46(c) of the Conditions of Contract, where there is a Force Majeure Event, the Government may terminate the Contract pursuant to Clause 46(g) of the Conditions of Contract.
- (d) Notwithstanding any provision to the contrary, the Contract may be terminated at any time by either party giving to the other not less than three (3) calendar months' notice in writing to that effect to expire at any time.
- (e) The Government may at any time and from time to time during the Term, at its discretion and without cause, suspend the Contract with immediate effect and serve a written notice (which may be served after the suspension takes effect in case the Government considers it not reasonably practicable to serve the written notice beforehand) to the Permit Holder. The written notice (whether being served before or after the suspension) shall specify the period of the suspension ("Suspension Period") and the scope of the suspension (viz. the Business to be suspended covered by the Contract) ("Suspended Services").
- (f) Each of the grounds entitling the Government to terminate the Contract as specified in Clauses 45(a) to 45(d) above and in each Sub-clause of Clauses 45(a) and 45(b) shall be construed independently and shall not be limited or restricted by reference to or inference from any other ground or any other provision of this Contract.

46. Force Majeure

- (a) If the Permit Holder becomes aware of any matter likely to constitute a Force Majeure Event, the Permit Holder shall forthwith notify the Government in writing concerning such matter and provide the Government with all relevant information as the Government may request.
- (b) Within seven (7) days after the occurrence of a Force Majeure Event or earlier, the Permit Holder shall notify the Government in writing of the full particulars of the Force Majeure Event including its nature, extent, how the Force Majeure Event has and/or will materially prevent it from performing the Contract or such part thereof, and likely duration of such material prevention.
- (c) Provided the Government is satisfied with the Permit Holder's claim of a Force Majeure Event which has materially prevented and/or will continue to materially prevent it from performing its obligations under the Contract or such part thereof, the Contract or such part thereof strictly to the extent of such prevention shall be suspended during the subsistence of such Force Majeure Event commencing from a date to be agreed between the Parties ("Suspension due to Force Majeure"). Where the Government is not so satisfied about any alleged claim of a Force Majeure Event, there shall be no Suspension due to Force Majeure. The Permit Holder may not allege or claim any event as a Force Majeure Event. Any failure by the Permit